

Exhibit 2

Blackline

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

VYAIRE MEDICAL, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11217 (~~—~~BLS)

(Jointly Administerationed-
~~Requested~~)

Re: Docket ~~No~~Nos. ~~—~~5, 86

**FINAL ORDER (I) AUTHORIZING THE DEBTORS TO
(A) CONTINUE TO OPERATE THE CASH MANAGEMENT SYSTEM,
(B) HONOR CERTAIN PREPETITION OBLIGATIONS RELATED THERETO,
(C) MAINTAIN EXISTING BUSINESS FORMS, (D) CONTINUE TO PERFORM
INTERCOMPANY TRANSACTIONS, AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for the entry of a final order (this “Final Order”), (a) authorizing the Debtors to (i) continue to operate the Cash Management System, (ii) honor certain prepetition or postpetition obligations related thereto, (iii) maintain existing Business Forms in the ordinary course of business, and (iv) continue to perform intercompany transactions consistent with historical practices, and granting administrative expense status to postpetition intercompany balances, and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the United States District Court for the District of Delaware has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to the Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United

¹ The last four digits of Debtor Vyair Medical, Inc.’s federal tax identification number are 6495. A complete list of each of the Debtors in these chapter 11 cases and each such Debtor’s federal tax identification number may be obtained on the website of the Debtors’ ~~proposed~~—claims and noticing agent at <https://omniagentsolutions.com/Vyair>. The location of Debtor Vyair Medical, Inc.’s principal place of business and the Debtors’ service address in these chapter 11 cases is 26125 North Riverwoods Boulevard, Mettawa, Illinois, USA 60045.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on a final basis as set forth herein.
2. The Debtors are authorized, but not directed, to: (a) continue operating the Cash Management System, substantially as identified on **Exhibit 1** attached hereto described in the Motion; (b) honor their prepetition obligations related thereto; (c) use, in their present form, all correspondence and Business Forms, as well as checks and other documents related to the Bank Accounts existing immediately before the Petition Date, without reference to the Debtors' status as debtors in possession; (d) continue to perform Intercompany Transactions consistent with historical practice, and granting administrative expense status to postpetition intercompany balances; (e) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date, including those accounts identified on **Exhibit 2** attached hereto without

the need to comply with certain guidelines set forth in the U.S. Trustee Operating Guidelines;

(f) treat the Bank Accounts for all purposes as accounts of the Debtors as debtors in possession;

(g) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers, and other debits; (h) open new debtor-in-possession Bank Accounts; and

(i) pay the Bank Fees, including any prepetition amounts, and to otherwise perform their obligations under the documents governing the Bank Accounts. To the extent the Debtors print any new checks during the pendency of these chapter 11 cases, they will include the designation “Debtor in Possession” and the corresponding bankruptcy case number. Any postpetition fees, costs, charges, and expenses, including Bank Fees, or charge-backs payable to the banks that are not so paid shall be entitled to priority as administrative expenses pursuant to section 503(b)(1) of the Bankruptcy Code.

3. The Cash Management Bank is authorized to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course and in a manner consistent with prepetition practices, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card payments, and ACH transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be. The Debtors and the Cash Management Bank may, without further order of this Court, agree to and implement changes to the Cash Management System and procedures related thereto in the ordinary course of business, including the closing of any Bank Account or the opening of new bank account, provided that the Debtors shall provide prompt written notice to the official committee of unsecured creditors (the “Committee”) and counsel to the 1L Ad Hoc Group of any such changes.

4. Notwithstanding anything to the contrary contained herein, any payment to be made hereunder, and any authorization contained herein, shall be subject to any interim and final orders, as applicable, approving the use of such cash collateral and/or the Debtors' entry into any postpetition financing facilities or credit agreement, and any budgets in connection therewith governing any such postpetition financing and/or use of cash collateral (each such order, a "DIP Order"). To the extent there is any inconsistency between the terms of the DIP Order and any action taken or proposed to be taken hereunder, the terms of the DIP Order shall control.

5. The Debtors are authorized, but not directed, in the ordinary course of business and consistent with historical practices, and after consultation with the Required DIP Lenders (as defined in the DIP Orders) and the Committee, to open any new bank account or close any existing Bank Account and enter into any ancillary agreements, including deposit control agreements, related to the foregoing, as they may deem necessary and appropriate; *provided* that the Debtors shall give notice within 15 days to the U.S. Trustee ~~and any statutory committee appointed in these chapter 11 cases~~ of the opening of any new bank account or closing any existing Bank Account; *provided, further*, that the Debtors shall open any such new bank accounts only at banks that have executed a Uniform Depository Agreement with the U.S. Trustee, or at such banks that are willing to immediately execute such agreement. The relief granted in this Final Order is extended to any new bank account opened by the Debtors after the date hereof, which account shall be deemed a Bank Account, and to the bank at which such account is opened, which bank shall be deemed a Cash Management Bank.

6. All banks provided with notice of this Final Order maintaining any of the Bank Accounts shall not honor or pay any bank payments drawn on the listed Bank Accounts or

otherwise issued before the Petition Date for which the Debtors specifically issue stop payment orders in accordance with the documents governing such Bank Accounts.

7. In the course of providing cash management services to the Debtors, each of the banks at which the Bank Accounts are maintained is authorized, without further order of this Court and consistent with prepetition practices, to deduct the applicable fees (whether arising prior to or after the Petition Date) from the appropriate accounts of the Debtors, and further, to charge back to the appropriate accounts of the Debtors any amounts resulting from returned checks or other returned items, including returned items that result from ACH transactions, wire transfers, or other electronic transfers of any kind, regardless of whether such items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers. Any such fees arising after the Petition Date that are charged by the Banks consistent with established practice are entitled to administrative expense priority status pursuant to section 503(b) of the Bankruptcy Code.

8. Any banks, including the Cash Management Bank, are further authorized to honor the Debtors' directions with respect to the opening and closing of any Bank Account and accept and hold, or invest, the Debtors' funds in accordance with the Debtors' instructions; *provided* that the Cash Management Bank shall not have any liability to any party for relying on such representations to the extent such reliance otherwise complies with applicable law.

9. Notwithstanding any other provision of this Final Order, the Cash Management Bank may rely upon the representations of the Debtors, without a duty of inquiry, with respect to whether any check, draft, wire, or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to any order of this Court (but such check, draft, wire or other transfer shall only be honored to the extent of available funds), and no bank that honors

a prepetition check or other item drawn on any account that is the subject of this Final Order (a) at the direction of the Debtors or (b) in a good-faith belief that this Court has authorized such prepetition check or item to be honored shall be deemed to be nor shall be liable to the Debtors or their estates or any other person or entity on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Final Order.

10. To the extent any of the Debtor Bank Accounts are not in compliance with section 345(b) of the Bankruptcy Code or any of the U.S. Trustee's requirements or guidelines, the Debtors shall have until a date that is 45 days from the date of this Final Order, without prejudice to seeking an additional extension, to either come into compliance with section 345(b) of the Bankruptcy Code and any of the U.S. Trustee's requirements or guidelines or to make such other arrangements as are agreed to by the U.S. Trustee or approved by the Court.

11. Notwithstanding anything to the contrary set forth herein, but subject to the terms of the DIP Orders, the Debtors are authorized to continue Intercompany Transactions arising from or related to the operation of their business in the ordinary course during these chapter 11 cases and settle, in cash, any prepetition Intercompany Claims; *provided* that, for the avoidance of doubt, the Debtors shall not be authorized by this Final Order to undertake any Intercompany Transactions that are materially inconsistent with the Debtors' ordinary course practices during the prepetition period; provided, further, that at least two (2) days prior to undertaking any Intercompany Transaction of \$2 million or more the Debtors shall consult with the Committee and counsel to the 1L Ad Hoc Group about such Intercompany Transaction. All postpetition payments from a Debtor under any postpetition Intercompany Transaction authorized hereunder are hereby accorded administrative expense status under section 503(b) of the Bankruptcy Code. Any and all Intercompany Transactions will be undertaken in accordance with the DIP Credit

Agreement (as defined in the DIP Orders) and any and all subordination or other requirements included therein. In connection with the Intercompany Transactions, the Debtors shall continue to maintain current, accurate, and detailed records with respect to all transfers of cash so that all Intercompany Transactions may be readily ascertained, traced, and properly recorded on intercompany accounts; *provided* that such records shall distinguish between prepetition and postpetition transactions.

12. The Debtors are authorized, but not directed, to continue using the Corporate Credit Cards, Purchasing Credit Cards, and Virtual Credit Card in the ordinary course of business and consistent with prepetition practices, including by paying to American Express Company prepetition and postpetition credit card obligations outstanding with respect thereto, subject to the limitations of this Final Order and any other applicable interim and/or final orders of this Court. Notwithstanding any other provision of this Final Order, within fifteen (15) business days after the end of each calendar month, the Debtors shall provide the Committee and counsel to the 1L Ad Hoc Group with an itemized summary of payments that the Debtors made during the immediate preceding month on account of obligations arising from or related to the Corporate Credit Card, Purchasing Credit Cards, and Virtual Credit Card.

13. Nothing contained in the Motion or this Final Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (b) alter or impair any security interest or perfection thereof, in favor of any person or entity, that existed as of the Petition Date.

14. Notwithstanding the Debtors' use of a consolidated cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

15. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

16. Notwithstanding anything to the contrary contained herein, (a) any payment to be made, or authorization contained, hereunder shall be subject to the requirements imposed on the Debtors under any orders regarding the use of cash collateral approved by this Court in these chapter 11 cases (including with respect to any budgets governing or relating to such use) and (b) to the extent there is any inconsistency between the terms of such cash collateral orders and any action taken or proposed to be taken hereunder, the terms of such cash collateral orders shall control.

17. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

18. Notwithstanding anything to the contrary in this Final Order, any payment made, or authorization contained, hereunder, shall be subject to the "Approved Budget" as defined in the order of the Court approving debtor-in-possession financing in these chapter 11 cases.

19. Nothing contained in the Motion or this Final Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Final Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount,

validity or priority of, or basis for any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in the Motion or this Final Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

20. Nothing in the Motion or this Final Order waives or modifies the requirements of the Restructuring Support Agreement, including, without limitation, the consent and consultation rights contained therein, provided, however, that nothing in the Motion or this Final Order constitutes Court approval of the Restructuring Support Agreement.

21. The Debtors have agreed with the Office of the United States Trustee that (i) cash will only be maintained or pooled in the JPM Account ending in 6750; and (ii) all remaining Bank Accounts, including without limitation those identified on **Exhibit 1** to this Final Order, will only be used for the temporary collection and disbursement of funds, as reasonably practicable and necessary to meet the Debtors' operational needs (including with respect to projected transfers in accordance with the DIP Budget) and to ensure proper and effective collections and disbursements in and from such Bank Accounts.

22. The Debtors shall not enter into any new intercompany loans to non-Debtor entities absent further court order.

23. ~~21.~~ Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

24. ~~22.~~ Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

25. ~~23.~~ The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion.

26. ~~24.~~ This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

Exhibit 1

Cash Management Schematic

Exhibit 2**Debtor Bank Accounts**

Account #	Bank	Legal Entity	Type
Ending x3957	JPMorgan Chase, N.A.	Vyaire Medical LLC	Escrow Account
Ending x2296	JPMorgan Chase, N.A.	Breathe US HoldCo, Inc.	Professional Fee Escrow Account
Ending x6818	JPMorgan Chase, N.A.	Vyaire Medical, Inc.	Medical Intercompany Account
Ending x6750	JPMorgan Chase, N.A.	Vyaire Medical LLC	Main Concentration Account
Ending x6768	JPMorgan Chase, N.A.	Vyaire Medical LLC	Disbursement Account
Ending x6776	JPMorgan Chase, N.A.	Vyaire Medical Payroll LLC	Disbursement Account
Ending x9358	JPMorgan Chase, N.A.	Vyaire Medical, Inc.	Disbursement Account
Ending x8823	JPMorgan Chase, N.A.	Vyaire Medical 203, Inc.	Disbursement Account
Ending x9813	JPMorgan Chase, N.A.	Vyaire Medical 211, Inc.	Disbursement Account
Ending x1052	JPMorgan Chase, N.A.	Vyaire Respiratory Diagnostics LLC	Disbursement Account
Ending x8568	JP Morgan Chase, NA	Vyaire Medical Receivables LLC	Collections Account
Ending x3963	JPMorgan Chase, N.A.	Vyaire Medical Receivables LLC	Collections Account
Ending x 0930	JPMorgan Chase, N.A.	Vyaire Respiratory Diagnostics LLC	Collections Account
Ending x6800	JPMorgan Chase, N.A.	Vyaire Medical Consumables LLC	Collections Account
Ending x0162	JPMorgan Chase, N.A.	Vyaire Receivables LLC	Receivables Account
Ending x3729	JPMorgan Chase, N.A.	Vyaire Finance B.V.	International Account
Ending x7959	JPMorgan Chase, N.A.	Vyaire Medical, Inc.	Corporate Deposit Account
Ending x8175	JPMorgan Chase, N.A.	Vyaire Medical Consumables LLC	Utilities Adequate Assurance Account
Ending x9539	JPMorgan Chase, N.A.	Vyaire TSR Sub, LLC	Dormant Account